Bangalore Development Authority

T. Chowdaiah Road, Kumara Park West, Bangalore-560 020

No.BDA/EE (ID)/TEN/ /2023-2024

Office of the Executive Engineer
Infrastructure Division
Bangalore Development Authority
Bangalore, Dated:

INVITATION FOR TENDER

(Through GOK https://kppp.karnataka.gov.in)

Tenders are invited through GOK https://kppp.karnataka.gov.in by the Executive Engineer, PRR, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore-560020, on behalf of the Commissioner, BDA, Bangalore, for consultancy services for preparation of detailed project report.

1. **Callender Event**

Last date and time for receipt of tender documents	**:**	**12-03-2024 upto 17.00 hrs**
Opening of Technical bids	**:**	**13-03-2024 upto 17.30 hrs**
Opening of Financial bids	**:**	**14-03-2024 upto 15.00 hrs**
Completion period-	**:**	**Till completion of the project**

Sl No	Name of the work	EMD (Rs in lakhs)	Tender processing fee	Cost of Construction (Rs in lakhs)	Time Period
1	CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND QUALITY CONTROL FOR THE WORK OF CONSTRUCTION OF UNIDIRECTIONAL UNDERPASS ALONG ORR AND WIDENING OF EXISTING FLYOVER WITH NEW FLYOVER ALONG NH-17 AT HEBBAL JUNCTION.	1.50	As per https://kppp.karnataka.gov.in	6300.00	Till completion of the project

2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP). Document may be downloaded from the Government of Karnataka Website https://kppp.karnataka.gov.in from 05-03-2024 under login for Contractors. After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to

find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.

3. Tenders must be submitted online through KPPP portal on or before 15:00 hours on 12-03-2024 and the opening of tenders will be as per the KPPP portal guidelines.
4. Other details can be seen in the RFP document.

Note:

I. Consultants Should attach all the Scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered.

II. Any effort by the consultant to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

III. Bangalore Development Authority reserves the right to accept / reject any or all tenders without assigning any reasons.

IV. Corrigendum's / modifications / corrections, if any, will be published in the website only.

V. Further details of work can be obtained in the Office of the Executive Engineer, Infrastructure Division, BDA Bangalore on all working days between 3:30 pm and 5:30 pm

VI. GOK https://kppp.karnataka.gov.in for registration and e-payment details contact KPPP Portal Helpdesk

Sd/-
Executive Engineer
Infrastructure Division
Bangalore Development Authority
Bangalore,

SECTION I

LETTER OF INVITATION

Bangalore Development Authority

T. Chowdaiah Road, Kumara Park West, Bangalore-560 020

No.BDA/EE (ID)/TEN/ /2023-2024

Office of the Executive Engineer
Infrastructure Division
Bangalore Development Authority
Bangalore, Dated:

Tenders are invited through GOK platform https://kppp.karnataka.gov.in by the Executive Engineer, Infrastructure Division, Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore-560020, on behalf of the Commissioner, BDA, Bangalore, for consultancy services for preparation of detailed project report.

Sl. No	Name of the Work	EMD (Rupees in lakhs)	Type of consultancy contract	Cost of Tender Document (Rupees in lakhs)	Time Period
1	CONSULTANCY SERVICES FOR PROJECT MANAGEMENT AND QUALITY CONTROL FOR THE WORK OF CONSTRUCTION OF UNIDIRECTIONAL UNDERPASS ALONG ORR AND WIDENING OF EXISTING FLYOVER WITH NEW FLYOVER ALONG NH-17 AT HEBBAL JUNCTION	1.50	Percentage on project cost (Project cost is Rs 6300.00 Lakhs)	As per KPP Portal	Till completion of the project

2. **The Objectives and the Scope of the Assignment shall be as follows**.
   1. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame.
   2. To be responsible for Quality Control both for Materials and Workmanship and day – to – day Supervision of each Activity at appropriate Stage of Construction.
   3. To deploy the Professional and Subordinates as per the Need of Assignment for day – to – day Supervision of the Works.
   4. To monitor the Work by adopting Scientific Principles of Construction Management, Quality Management, Cost and Time Control, Safety Measures and achieve Satisfactory Completion of the Project with respect to Cost, Time and Quality.
   5. To highlight Lacunae, if any, and also suggest Steps / Solutions for the same so that to achieve the

Overall Target of Quality Control.

6. To assist the Construction Agency to carry out Testing (both Field and Laboratory) of Materials / Elements / Products used in Construction Work for Quality Control as per Relevant IRC, MoRT&H and BIS Specifications.
7. To ensure that Minimum Frequency of Tests is conducted by the Construction Agency as per the Norms stipulated in IRC, MoRT&H and BIS Specifications.
8. To obtain Independent and Objective Assessment of the Technical Quality of all Construction Works to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.
9. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.
10. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures within the Codal Provision.

More Details on the Services are provided in the attached Terms of Reference.

3. Request for Proposal (RFP) Document may be downloaded from the Government of Karnataka Website https://kppp.karnataka.gov.in from 05-03-2024 onwards under login for Contractors. After login to Contractors, please scroll down to the right-side bottom to see List of Tenders, please click there to find the Details of Letter of Invitation and download copy of the RFP Document. The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Only interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.
4. **The Consultant will be selected under Least Cost Selection (LCS) Procedures described in this RFP**.
5. The RFP includes the following Documents.

   Section 1 – Letter of Invitation
   Section 2 – Information to Consultants
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Standard Form of Contract

6. Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPPP Portal. Technical Proposals of the RFP Document will be opened at the Prescribed Time and Date as mentioned in the KPPP Portal at the **Office of the Executive Engineer (INFRASTRUCTUREDivision), BDA, Bangalore.**

7. Proposals must be accompanied by **Earnest Money Deposit (EMD) of Rs. 1,50,000.00 (Rupees One Lakh fiftyThousand only)**, which shall be paid online through KPPP Portal using any of the following **Payment Modes: Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC)**.

8. Proposals from Joint Venture / Consortia are not acceptable.

9. **Eligibility Criteria**

To qualify for Award of this Contract

a) The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy i.e Design, Proof Checking, Project management Consultancy and Quality Control of Infrastructure Works for last 5 years. In support of this, the Consultant shall furnish GST Registration Certificate along with the Technical Proposal.

b) The Consultancy Firm / Company should have Achieved at least in any three years in last five Financial Years (from 2018-2019 to 2022-2023) a minimum Average Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 400.00 Lakh. In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2023-24.

c) Executed and completed successfully Proof checking, Project Management Consultancy and quality control work for minimum one Flyover or One Underpass in urban conditions and same shall be opened to traffic in the last five financial years i.e (from 2018-19 to 2022-23). In support of this they shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Bid.

d) Executed and completed successfully Project Management Consultancy Work including Proof Checking of Designs and Drawings, Construction Management, Quality Assurance total Project Cost not less than Rs. 60 Lakh in any of the Financial Year (from 2018-19 to 2022-23) for Central Government / State Government / Urban Local Body and the same shall have been opened to traffic. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Proposal. Further, the Value of the Completed Works shall be given a Weightage of 10% per year to bring them to the Price Level of 2022-23.

e) Consultants must have Key professional required (as detailed in Terms of Reference) having experience in construction of Road / RCC flyovers/major RCC bridges/underpasses to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the CVs of the personnel and the availability of the personnel for the project till completion of the assignment.

f) In support of this, the Consultants should furnish a certificate duly certified by the competent authority not below the rank of Executive Engineer of competent authority authorized by the employer for having satisfactorily completed the work and open to traffic. Tender documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected

10. **Pre Bid Meeting**
Deleted.

11**. Calendar of Events**

- Availability of RFP Document from 05-03-2024 onwards.
- Last Date for uploading the Filled Proposals is 12-03-2024 up to 17:00 hours.
- Date of Opening of Technical Proposals is 13-03-2024 after 17:30 hours
- Date of Opening of Financial Proposals after Approval of Technical Proposals through KPPP Portal.

12. Interested Eligible Consultants may obtain further information at the Office of **Executive Engineer, Infrastructure Division, BDA, Bangalore** on any Working Day during Working Hours.

13. The Conditional Proposals will be rejected.

14. The Scheduled Time period is till completion of the project.

15. Please note that the Employer is not bound to select any of the Firms submitting Proposals.

16. Consultants shall upload all the Signed, Sealed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

17. For those Consultants whose Technical Proposals do not satisfy the Eligibility Criteria as mentioned above, their Financial Proposals will not be opened.

18. The Proposals will remain valid for a period of 120 Days after the Deadline Date for Proposal Submission.

19. The Successful Consultant shall enter into the Agreement with the BDA within 20 Days of Receipt of Intimation. The Proposals will form the Part and Parcel of the Agreement.

20. The Work shall be commenced with all required Resources within 7 Days from the Date of Work Order, failing which it would be presumed that the Successful Consultant is not interested in the Work and Action will be taken to get the Work executed through Alternate Consultant at the Risk and Cost of the Former Consultant.

21. The BDA reserves the right to reject any or all of the Proposals without thereby incurring any Liability or Obligation to inform the Consultants of the Reasons for such action.

22. Corrigendums / Modifications / Corrections, if any, will be published in the Website only.

Executive Engineer,
Infrastructure Division
Bangalore Development Authority
Bangalore,

SECTION 2
INFORMATION TO CONSULTANTS

1. Introduction

1.1. The Employer named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the Performance of the Consultant under each Phase shall be to the Employer's Satisfaction before Work begins for the next phase.

1.4. The Consultants must familiarize themselves with local conditions and take those conditions into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Employer before submitting a proposal and to attend a Pre-Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultants' Representatives shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants shall ensure that these Officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5. The Employer shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Employer, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, infrastructure Division, BDA Bangalore expects the Consultant to provide Professional, Objective and Impartial Advice and at all time hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other Assignments or his own Corporate Interests. The Consultant shall not be hired for any Assignment that would be in conflict with his prior or current Obligations to other Employers, or that may place him in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, the Consultant shall not be hired under the circumstances set forth below.

a) A Firm which has been engaged by the Employer to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing Consulting Services for the same project. Conversely, Firm hired to provide consulting services for the preparation or implementation of a project, and any of his affiliates, shall be disqualified from subsequently

providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive decision of the Employer whether or not to have the extended assignment carried out, and if it is carried out, which Consultant shall be hired for the purpose.

1.8 It is BDA's Policy to require that Consultants observe the highest standard of ethics during the execution of such Contracts. In pursuance of this Policy, the BDA

a. Defines, for the Purposes of this Provision, the Terms set forth below as follows.
   i. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution and
   ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BDA and includes collusive practices among Consultants (Prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive BDA of the benefits of free and open competition.
b. Will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;
c. Will declare a Firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and
d. Will have the right to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by auditors appointed by GOK.

1.9 The Consultant shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by GOK in accordance with the above sub para 1.8 (d).

1.10 The Consultant shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through e – Procurement Website. Employer's Response will be displayed in the e – Procurement Website including a Description of the Query but without identifying its Source.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda

shall be displayed in the e – Procurement Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

3.1 The Consultants are requested to submit their Proposals (sub para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

3.2 While preparing the Technical Proposal, the Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, the Consultants shall give particular attention to the following.

i. Deleted.
ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated by the Firm.
iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.
iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.
v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.
vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Employer's Official Language.

3.4 The Technical Proposal shall provide the following information using the attached Standard Forms (**Section 3**).

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a similar nature. For each Assignment, the outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.
ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Employer (**Section 3C**).
iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).
iv. The List of the proposed Staff Team, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).
v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include number of years working for the Firm / Entity, and Degree of Responsibility held in various Assignments during the last ten years.
vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) shall be provided

to carry out the Assignment, supported by Bar Chart Diagrams showing the time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).

vii. A Detailed Description of the Proposed Methodology, Staffing, Monitoring, Training, if the Data Sheet specifies Training as a Major Component of the Assignment.

viii. Any Additional Information requested in the Data Sheet.

3.5 . The Technical Proposal shall not include any Financial Information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such as Subsistence (per diem, housing), Transportation (national and local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down Activity wise.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Employer shall make its best effort to complete Negotiations within this period. If the Employer wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

5. Proposal Evaluation

General

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Employer in the Employer's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals, Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e – Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer shall select the Lowest Proposal ('evaluated' price) among those that have passed the Minimum Technical Score. The selected Consultant shall be invited for Negotiations.

6. Negotiations

6.1 Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant shall then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the

"Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Employer and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Employer shall invite the Firm who has quoted the Second Lowest Price for Negotiations. The Process shall be repeated till an Agreed Contract is concluded.

7. Award of Contract

7.1 The Contract shall be awarded following Negotiations. After Negotiations are completed, the Employer shall promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. Confidentiality

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

DATA SHEET
INFORMATION TO CONSULTANTS

Clause Reference

1.1 The Name of the Employer: **The Executive Engineer**
infrastructure Division
Bangalore Development Authority,
T. Chowdaiah Road, Kumara Park West,
Bangalore- 560 020, India.

The Method of Selection: Least Cost Service **(LCS)**.

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes**.
The Name, Objectives and Description of the Assignment are: **"Providing consultancy services for project management and quality control for the work of Construction of unidirectional underpass along ORR and widening of existing flyover with new flyover along NH-17 at hebbal junction.**

1.3 The Assignment is phased: **No**.

1.4 A Pre-Proposal Conference will be held: **Yes**.
It will be held at the **Office of the Executive Engineer**
Infrastructure Division
Bangalore Development Authority,
T. Chowdaiah Road, Kumara Park West,
Bangalore- 560 020
The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:
Executive Engineer
Infrastructure Division
Bangalore Development Authority,
T. Chowdaiah Road, Kumara Park West,
Bangalore- 560 020

1.5 The Employer shall provide the following Inputs: **Detailed Project Report**, **Execution agency Agreement and Proof Checked Drawings.**

1.6 The Employer envisages the need for continuity for any Downstream Work: **No**.

1.7 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

1.8 Clarifications may be requested upto **three days before the Proposal Submission Date through e – Procurement Website only**.

1.9 Proposals should be submitted in the following Language(s): **English**.

2.0 The Estimated Number of Key Professional Staff Months required for the Assignment: **to be furnished by Consultant based on the Scope of Work**.

The Minimum Required Experience of the Proposed Key Professional Staff:

- ❖ Team Leader cum Planning Engineer: Civil Engineering Graduate with 15 years of experience in Similar Field.
- ❖ Quality Control Engineer: 10 years Experience in Similar Field with Graduation in Civil Engineering.
- ❖ Site Engineer: 8 years Experience in Similar Field with Graduation / Diploma in Civil Engineering.

2.1 Reports which are part of the Assignment must be written in: **English**.

2.2 Training is an important Feature of this Assignment: **No**

2.3 .Additional Information in the Technical Proposal includes: **Nil**.

2.4 Proposals must remain valid **180** Days after the Proposal Submission Date.

2.5 The Address to send Information to the Employer: **The Executive Engineer Infrastructure Division Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore- 560 020**

2.6 The Numbers of Points to be given under each of the Evaluation Criteria are:

a) Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	**20 points**
b) Adequacy of the Proposed Work Plan and Methodology in response to the TOR Site appreciation Project Time Scheduling	**20 points**
c) Qualification and Competence of the Key Professional Staff for the Assignment	**60 points**
Total	**100 points**

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

	Points
i. General Qualification • Educational Qualification • Experience in Civil Consultancy Field	**30**
ii. Adequacy for the Project • Experience in Project Management Consultancy for Grade Separated Structure in Urban Conditions	**60**
iii. Experience in Region and Language • Knowledge in Kannada and English Language	**10**
Total	**100**
The minimum Technical Score required to pass:	**75**

2.7 The Address for Negotiations is: **The Executive Engineer infrastructure Division Bangalore Development Authority, T. Chowdaiah Road, Kumara Park West, Bangalore- 560 020**

2.8 The Assignment is expected to commence **immediately at Project Location**.

Executive Engineer
Infrastructure Division
Bangalore Development Authority,

SECTION 3

TECHNICAL PROPOSAL – STANDARD FORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Employer.

3D. Description of the Methodology and Work Plan for Performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant)
_____
_____
_____

To: (Name and Address of Employer)
_____
_____
_____

Dear Sir

Subject: **"Providing Consultancy Services for Project Management and Quality Control for the work of construction of unidirectional underpass along ORR and widening of existing flyover with new flyover along NH-17 at hebbal junction-Technical Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. CONSULTANT'S REFERENCES

Relevant Services carried out in the Last Three Years that best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Employer:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Employer

1.

2.

3.

4.

5.

Consultant's Name: _____

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFOMING THE ASSIGNMENT

Consultant's Name: _____

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

Consultant's Name: _____

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: ……..
Name of the Consultant: …….
Name of Staff: …….
Profession: ……..
Date of Birth: ……
Years with Firm / Entity: …… Nationality: ……
Membership in Professional Societies: …….
Detailed Tasks Assigned: ……..

Key Qualifications:

[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:
[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:
[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Employer References, where appropriate. Use about two pages.]

Languages:
[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____
[Signature of Staff Member and Authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member: ……

Full Name of Authorized Representative: …….

Consultant's Name: _____

3G. TIME SCHEDULE FOR PROFFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/ Activities	Months (in the form of a Bar Chart)*												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Sub total (1)
2.																Sub total (2)
3.																Sub total (3)
4.																Sub total (4)

Full time: _____ Part time: _____

Reports Due: _____

Activities Duration: _____

Signature: _____

(Authorized Representative)

Full Name: _____

Title: _____

Address:

* The Schedule should be for the Period of Completion of Assignment

3H. ACTIVITY (WORKS) SCHEDULE

A. Field Investigation and Study Items:

		Month wise Program (in form of Bar Chart)[++] **[*1st, 2nd, etc. are from the Start of Assignment*]**											
Sl. No.	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th
	……												
	……												
	……												
	……												
	……												

[++] The Program should be Period of Completion of Assignment.

B. Completion and Submission of Reports

Reports[*]	Programme: (Date)
1. Inception Report	
2. Interim Progress Report • Fortnight Report • Monthly Report	
3. Draft Report	
4. Final Completion Report	

[*] **Modify as required for the Assignment**

SECTION 4

FINANCIAL PROPOSAL – STANDARD FORMS

4A. Financial Proposal Submission Form

4B. Summary of Costs

4C. Breakdown of Costs

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Employer)

_____
_____
_____
_____

Dear Sir

Subject: "Providing Consultancy Services for Project Management and Quality Control for the work of construction of unidirectional underpass along ORR and widening of existing flyover with new flyover along NH-17 at hebbal junction- Bangalore"– Financial Proposal reg.

We, the undersigned, offer to provide the Consulting Services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of [*Amount in Words and Figures*].

Our Financial Proposal shall be binding upon us subject to the Modifications resulting from Contract Negotiations, up to expiration of the Validity Period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award to us, in executing) the above Contract, we will strictly observe the Laws against Fraud and Corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:
Address:

4B. SUMMARY OF COSTS

Sl. No.	Description[@]	Amount (Rupees)
1.	Remuneration for Key Professional Staff	
2.	Supporting Staff	
3.	Transportation	
4.	Duty Travel to Site	
5.	Office Rent	
6.	Office Supplies, Utilities and Communication	
7.	Office Furniture and Equipment	
8.	Reports and Document Printing	
9.	Surveys	
	Total Cost	
	Service Tax	
	Total Cost (Including Service Tax)	

Note: The Ceiling Cost of the Consultancy is as shown in the Summary of Costs. Payments will be made as per Stipulations of the Special Conditions of Contract. The Break up of Cost as given in Format 4C is to facilitate Assessment of Reasonableness of Costs and conducting Negotiations in accordance with Clause 6 of the Information to Consultants.

[@] Modify the Items as appropriate for the Consultancy Assignment.

4C. BREAKDOWN OF COSTS (Rs.)

I. REMUNERATION FOR STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
	Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
6.					
	Sub Total				
	Sub Key Professional Staff				
1.					
2.					
3.					
4.					
5.					
	Sub Total				
	Total				

SM – Staff Month

II. REMUNERATION FOR SUPPORT STAFF

Sl. No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs.)
1. 2. 3. 4.					
				Total	

SM – Staff Month

* Provide the Break up of the Rates to show the Basic Salary, Social Costs and Overhead.

III. Transportation (Reimbursable) # Total:

IV. Duty Travel to Site (Reimbursable) # Total:

V. Office Rent (Reimbursable) [#] Total:

[#] Prepare Details as Appropriate for the Consultancy Assignment.

VI. Office Supplies, Utilities and Communication (Reimbursable)

Sl. No.	Item[*]	Months	Monthly Rate (Rs.)	Amount (Rs.)
1.				
2.				
3.				
4.				

Total ----------

[*] Prepare Details as Appropriate for the Consultancy Assignment.

VII. Office Furniture and Equipment (Reimbursable)

Sl. No.	Description[*]	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	Office Furniture (Purchase)				
1.					
2.					
3.					
4.					
5.					
6.					
	Office Equipment (Purchase)				
1.					
2.					
3.					
4.					
5.					
6.					
				Total	

[*] Prepare Details as Appropriate for the Consultancy Assignment.

VIII. Reports and Document Printing

Sl. No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1. 2. 3. 4. 5.					
				Total	

IX. Topographical Surveys (if any)*

* Prepare Details as Appropriate for the Consultancy Assignment.

SECTION 5
TERMS OF REFERENCE (TOR)

5.1 Background

The Project Corridor is a part of Bangalore International Airport Road and is one of the busiest stretches in the city. The Project is located at junction of Bellary Road and Outer Ring Road of Bangalore, North West Quadrant of Bangalore connects NH – 4 at Yeshwanthapura on Western side with old Airport Road and it starts and ends at Hebbal Junction. Such is the density of vehicles that the Traffic Signals have become redundant at the junction. Presently there is Infrastructure development at the junction. The Study Area is located in Thickly Developed Residential and Commercial Area and is surrounded by some of the well know establishments like Manyata Tech Park, Nagawara lake, Hebbal Lake, Manipal hosipital, Hebbal Rail Station, etc.

Bangalore International Airport established at Devanahalli, which is 30km away from Bangalore city, National Highway Authority of India has developed flyover along the stretch to reach airport without any intersection from Hebbal junction to Airport. This Development has definitely increased the afflux of Traffic in this junction. Further, in this Corridor, Metro Work is being carried upto airport on the eastern side, but this Metro Rail Facility will not cater to the need of the to and from Traffic between Bangalore City Center, south Bangalore and Airport. Traffic along this Corridor has been increased considerably in last 10 years time. Many large Residential Site are being converted into Apartments / Flats, Mini Township in and around this Corridor and a site that would house either a family or two now will be able to house multiple number of families and with this the number of Vehicle / Traffic also will increase manifold in a couple of years. The existing Flyover and Clover leaf along ORR and Bellary Road at Hebbal junction is not enough to provide Uninterrupted, Seamless Traffic Flow along a part of this Corridor.

These being the Background, the Bangalore Development Authority has proposed to construct additional Flyover and Underpass at Junction to provide Uninterrupted, Seamless Traffic Flow and to Increase Level of Service along the Corridor.

5.2 Objectives

The main Objectives of this Assignment are

1. To monitor Physical Progress of the Works to be completed in Scheduled Time Frame.
2. To be responsible for Quality Control both for Materials and Workmanship and day – to – day Supervision of each Activity at appropriate Stage of Construction.
3. To deploy the Professional and Subordinates as per the Need of Assignment for day – to – day Supervision of the Works.
4. To monitor the Work by adopting Scientific Principles of Construction Management, Quality Management, Cost and Time Control, Safety Measures and achieve Satisfactory Completion of the Project with respect to Cost, Time and Quality.
5. To highlight Lacunae, if any, and also suggest Steps / Solutions for the same so that to achieve the Overall Target of Quality Control.
6. To assist the Construction Agency to carry out Testing (both Field and Laboratory) of Materials / Elements / Products used in Construction Work for Quality Control as per

Relevant IRC, MoRT&H and BIS Specifications.

7. To ensure that Minimum Frequency of Tests is conducted by the Construction Agency as per the Norms stipulated in IRC, MoRT&H and BIS Specifications.
8. To obtain Independent and Objective Assessment of the Technical Quality of all Construction Works to be completed and to assure that the Works are constructed with Construction Materials as per Standards and Norms.
9. To verify the Methodology, Workmanship and Quality of various Materials / Elements / Product of the Works.
10. To point out if there are any Discrepancies / Errors / Omissions and give Suggestions and Remedial Measures within the Codal Provision.

5.3 Broad Scope of Work of Project Management Consultant

The Consultant's Scope of Services shall consist of the following.

5.3.1 Project Management Stage

a. The Project Management Consultant shall perform all the Duties, Liabilities, Functions and Obligations as laid down with Reasonable Skill, Care and Diligence and also ensure that the Works are executed at Site strictly as per the Approval granted by the Employer / Govt. of Karnataka / concerned Local Authorities and as per the Terms and Conditions of the Contract Agreement entered between the Employer and the Respective Contractors, within the given Time Frame and Budget Provisions.
b. The Project Management Consultant will be required, during the Construction Phase to provide the Field Supervision and sufficient Technical Assistance (Staff) to keep check on Quality Control of the Work at Site on daily basis. For this purpose, the Project Management Consultant shall have to post their Engineer – in – Charge at the Site of Work and provide the agreed necessary and adequate Technical Staff for Supervision and exercising Adequate and Constant Day to Day Technical Supervision over the Construction including giving Layout and Alignment, its Checking, Checking Requirements of Materials and Equipment and their Procurement in time, conforming to Approved Specifications and Accepted Standards.
c. Shall submit Fortnightly and Monthly Progress Report as per the Directions of the Employer including maintenance of necessary Site Records, containing Data in support of the same, carrying out Field Tests on Materials, Structures, etc. and obtaining necessary Approvals thereon and maintaining Adequate Records thereof and Certifying the Bills for Payment to the Contractors including Recommendation of Extension Applications, Extra Items, Variation Statements, Quality Control Checks for Final Bills, etc. in the Forms prescribed by the Employer.
d. Cropping up of Extra Items / Substituted Items and Deviations shall strictly be avoided. However, in Unavoidable Circumstances, necessary Statement duly supported by the Justification and Analysis of Rates for Extra Items / Substituted Items, Deviation shall be submitted by the Project Management Consultant as per the BDA Forms or any other Formats approved by the Employer along with Consultant’s Recommendations for Extra / Substituted Items. The Project Management Consultant shall ensure that the Case is put up for the Approval of Employer early enough so that in no case Construction Work shall suffer

on this account. In regard of Grant of Time Extension Cases, prior approval of the Employer shall be obtained by the Project Management Consultant.

e. **The Scope under this Phase of the Assignment shall include, inter alias, the following**.

i. Complete Day to Day Supervision of the Corridor Improvement Works at the junction, Development Works ensuring Quality Control in accordance with the Tender Stipulations, Specifications, Drawings and Site Conditions. The Quality Control shall be exercised at all Stages of Construction, viz., Approval of Materials, Inspection of Equipment, Usage thereof in proper Proportions and Workmanship at all Stages of Execution of each Items of Work.

ii. Ensure Proper Establishment of Field Laboratories / Quality Control Equipments on Site by the Contractors to conduct Tests on Materials / Mixes being used for Construction such as Cement, Steel, Bricks, Mortars, Concrete, etc. Essential Gauges, Instruments, etc. shall be got calibrated periodically. The Project Management Consultant shall maintain necessary Site Records and obtain Data in support of the same. The Consultant shall carry out Field and Laboratory Tests on Materials of Construction and on partially or completely Erected Structures, etc. and maintain Adequate Records thereof.

iii. Suggesting Modifications, if any, due to the Site Conditions and submit the Recommendations along with Cost Variations on account of the same to the Employer for approval.

iv. Ensure Regular and Timely Flow of Approved Working Drawings / Instructions so that to complete the Works without any Delay on account of the same.

v. Verification and recommendation for Payment by the Employer of Contractor's Periodic or Stage wise Bills for the Work done and Material / Plant Advance, keeping Record of Joint Measurement of Work and Certification of the Bills that the Work is in accordance with the Design, Quality, etc. and maintain necessary Site Computerized Measurement Records and other Site Records, which shall be made available to the Employer for Verifications / Authentication if required by the Employer.

vi. Monitoring Progress by using Modern Methods of Control such as Computerized PERT / CPM, Submission of Progress Reports of Work executed monthly. Reports for both Financial and Physical Progress with reference to Prefixed Targets shall be prepared. Constant Review of Progress within present time and Cost Parameters shall be done. The Consultant shall have to suggest Improvements from time to time. The Consultant shall inform the Employer about the Progress of the Project vis – a – vis PERT / CPM Controls on fortnightly basis.

vii. Complete Administration and Management of Contract till Expiry of the Contract Period.

viii. Coordination with other Contracting Agencies, the Agencies like Railways, KPWD, NHAI, Traffic Police, BDA, BESCOM, BSNL, BWSSB, BMRCL, KPCL, BBMP and any other Local Authorities, etc. which may be expected to be working in the same area.

ix. The Project Management Consultant shall be responsible for assessing, verifying and sending Replies to the Day-to-Day Issues raised by the Contractor during the Execution of Work or after Completion of the Work. However, in case of any Claims with Financial Implication, Approval of the Employer shall be obtained. Nothing Extra shall be paid to

the Consultant for such Works. The Consultant shall work as Conciliator in the Event of any Dispute arising between the Parties before the Matter goes to Legal Forum. The Consultant shall furnish all the Technical Details related to the Project as and when required by the Employer till the Final Conclusion of the Arbitration / Litigation case.

x. Rendering generally as Project Management Consultant, all Technical Services / Guidance/ Advice as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer.

xi. The Project Management Consultant shall collect and deliver to the Employer any specific Written Warranties or Guarantees given by others, including all required Trade Contractor Guarantees and Warranties.

xii. The Project Management Consultant shall prepare a Realistic Cash Flow / Expenses on Budget Head for the Project on available Information and update the same as required on a regular basis to reflect the Current Status.

xiii. In case certain Additional Works are required to be carried out for obtaining Approval of the Statutory Bodies or to make the Completed Works / Areas Operational, Project Manager, on obtaining the approval from the Employer shall complete the same through the Construction Agency before handing over the said Completed Works to the Employer or to its Appointed Maintenance Agency or to Allottee / Occupant authorized by the Employer. Identification of the Additional Work, Verification of / Providing Details for Execution, Supervision of the Execution and Certification of the Completed Works shall be the Responsibility of the Project Management Consultant.

xiv. The Project Management Consultant shall keep the Employer apprised of any Delays, keep a Hindrance Register indicating all Details of all such Delays which will also be furnished with Recommendations for Approval of the Employer for grant of Extension of Time by the Employer to Contractors.

5.3.2 Completion Stage and Handing over Stage

a. Obtain and submit all the Records from the Contractor and the Records of any Changes made in the Works during the Progress of Works and submit required number of Completion Reports and Completion Drawings for the Project, prepared by the Contractor / Contractor's Design Consultant incorporating all such Changes, duly vetted and authenticated by the Project Management Consultant as required for obtaining "Completion / Occupancy Certificate" from Statutory Authorities, wherever required.

b. Obtain Certification from Consultant / Contractor and submit "As Built Drawings" prepared by the Contractor at an Appropriate Scale indicating the Details of 8 lane Corridor with Loops, Underpass and other allied Works, Structure and Services duly authenticating and supply six (6) copies of As Built / Completion Drawings to the Employer.

c. Obtain from the Contractor and submit two (2) soft copies of the Complete Set of Drawings / Documents and two (2) copies of Drawings on Reproducible Paper for the Works executed to the Employer.

d. Verification of Work on its completion and issuing Completion Certificates (Virtual as well as Actual) for the Completed Works so that to enable the Employer to record Completion

of the Works.

e. Verification by taking and recording Joint Measurements of the Final Bill to be submitted by the Contractor, process, certify and recommend as per the Terms and Conditions of the Contract Agreement for Release of Final Payment by the Employer and attend to the Observations / Queries raised while processing the same for Payments by the Employer.
f. The Project Management Consultant shall also submit necessary Information as required by the Employer for Finalization of Accounts and commit to continue till the Accounts are finalized at agreed upon Terms.
g. The Project Management Consultant shall maintain Complete Documentation and render all Technical Services as may in any way relate to or arise out of the Construction of the said Work as have been entrusted to the Project Management Consultant by the Employer. The Project Management Consultant shall furnish the Drawings and Details required for obtaining Statutory Approval / Approvals of the Employer or the Maintenance Agency appointed by the Employer for the said purpose, with respect to the Completed Works.
h. The Completed Works shall be handed over by the Project Management Consultant along with the Necessary Documentation in Pre-Determined Phases to the Employer or the Appointed Agency or any Allottee / Occupant authorized by the Employer. The Consultant shall also promptly attend to any Defects / Deficiency noticed in the Completed Works within the Scope of Work of Execution without demur and get it rectified by the Construction Agency. Verification of Rectification Details, Supervision and Certification of the Rectification Works shall be the Responsibility of the Project Management Consultant.
i. Submit "Maintenance Manual" furnished by the Contractor / Vendor for the Infrastructure and Road Furniture built.
j. The Employer might deploy Third Party Consultant for Proof Checking of the Structure. The Project Management Consultant shall abide by the Instructions / Suggestions given by the Third-Party Consultant for the successful completion of the Project.

5.4 Reports and Time Schedule

5.4.1 Reports

The Consultant shall submit the Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to KPWD as an Audio-Visual Presentation as and when requested.

5.4.2 The Various Outputs required from the Work carried out as stated in the Scope of Services are as follows.

Sl. No.	Description	Submission in Time from the Commencement of Services	No. of Copies
1.	Inception Report covering Approach and Methodology	20th day from the Start Date	3
2.	Monthly Progress Report	5th day of the every month	3
3.	Completion Report and Maintenance Manual	30 days after Completion of the Works (Provisional Acceptance)	3
4.	As Built Drawings furnished by the Contractor	45 days after Completion of the Works (Provisional Acceptance)	6

5.5 Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

- Team Leader cum Planning Engineer / Residential Engineer – 1 No.
- Quality Control Engineer – 1 No.
- Site Engineer – 2 Nos.

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- Project Coordinator – 1 No.
- Structural Engineer – 1 No.
- Quantity and Contract Engineer – 1 No.
- Electrical Engineer – 1 No.

5.6 Reviews

The Executive Engineer, infrastructure Division, BDA, Bangalore shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by the Executive Engineer, infrastructure Division, BDA, Bangalore.

5.7 Study Administration

The Executive Engineer, infrastructure Division, BDA, Bangalore shall function as a Study Contract Coordinator to oversee the Study and provide a Principal Point of Contact on behalf of the Bangalore Development Authority.

5.8 Services during the Defects Liability Period

During this period, the Project Management Consultant shall undertake the following.

a. Inspect the Infrastructure created periodically (once in two months) and report to the BDA regarding Status / Defects observed in the Work and as a consequence of this any Corrective / Maintenance Works to be carried out by the Construction Agency.
b. Inspect the Works prior to the Expiry of the Contractor's Defects Liability Period, Preparation of a Final Deficiency List, if required, Supervision of Remedial Works and Recommendation to the BDA upto the Date of the Final Inspection of Works.
c. Carry out Final Inspection of Works together with the Representatives of the BDA and the Construction Agency.

d. Prepare and assist BDA in issuing the Defects Liability Certificate.

e. Prepare the Final Payment Certificate.

Further, Team Leader cum Planning Engineer / Residential Engineer, who will be deputed for the PMC Services for this Project, will be required during Defects Liability Period.

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

Executive Engineer
Infrastructure Division, BDA Bangalore

and

_____

[Name of Consultants]

Date:

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____, 20___, between, on the one hand, _____ (hereinafter called the "Employer") and, on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:
      Appendix A: Description of the Services
      Appendix B: Reporting Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the Employer
      Appendix E: Breakdown of Contract Price
      Appendix F: Form of bank Guarantee for Advance payments

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:
   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF
[NAME OF EMPLOYER]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By

(Authorized Representative)

II. GENERAL CONDITIONS OF CONTRACT

1.0 GENERAL PROVISIONS

1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "Applicable Law" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.
b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.
c. "Effective Date" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.
d. "Contract Price" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.
e. "GC" means the General Conditions of Contract.
f. "Government" means the Government of Karnataka.
g. "Local Currency" means Indian Rupees.
h. "Member", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Employer under this Contract.
i. "Party" means the Employer or the Consultant, as the case may be, and Parties means both of them.
j. "Personnel" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.
k. "SC" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.
l. "Services" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.
m. "Sub Consultant" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.
n. 'Third party" means any Person or Entity other than the Government, the Employer, the Consultant, or a Sub Consultant.

1.2 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Employer may approve such Locations whether in Karnataka or elsewhere.

1.6 Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Employer or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the Reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and

Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Employer may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

2.7 Termination

2.7.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Employer may have subsequently approved in writing.
b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d. If the Consultant, in the Judgment of the Employer has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Employer, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non-Competitive Levels and to deprive the Employer of the Benefits of Free and Open Competition.

e. If the Employer, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Employer, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Employer fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty-five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b. If the Employer is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Employer of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days.

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or Expiration.
ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.
iii. Any Right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Employer shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.

b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant

3.1 General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub Consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or

Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the Employer

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4.0 Consultant's Personnel and Sub Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

4.2 Removal and / or Replacement of Personnel

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.
b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.
c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.0 Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall

a. Issue to Officials, Agents and Representatives of the Government all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. Assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. Provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6.0 Payment to the Consultant

6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

Deleted.

7.0 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Reference	
1.1 (h)]	The Member in Charge is Executive Engineer, INFRASTRUCTUREDivision, BDA.
1.4]	The Addresses are:

Employer :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be at the end of Defect Liability Period.

3.4] The Risks and the Coverages shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;
2. Third Party Liability Insurance, with a Minimum Coverage for Rs. 2, 00, 000/- for the Period of Consultancy;
3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;
4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and
5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. _____.

6.4] **Payment Schedule**

i. 10% of Contract Price: On entering into Agreement and against Submission of Bank Guarantee of equivalent amount.
ii. 20% of Contract Price: On achieving 20% of Physical Progress at Site.
iii. 20% of Contract Price: On achieving 40% of Physical Progress at Site.
iv. 20% of Contract Price: On achieving 60% of Physical Progress at Site.
v. 20% of Contract Price: On achieving 80% of Physical Progress at Site.
vi. 5% of Contract Price: On Submission of Completion Report,

Maintenance Manual and As Built Drawings.

vii. 5% of Contract Price: At the end of Defect Liability Period.

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

The Bank Guarantee shall be released when the total Payments reach fifty (50) percent of the lump sum amount.

7.2] Disputes shall be settled by Commissioner, BDA .

7.2.1] Deleted

7.2.2 Deleted

7.2.3 Deleted

7.2.4 Deleted

7.2.5 Deleted.

Supplementary Clauses

1. The PMC shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both Employer and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the Consultant, the Consultant shall be liable to pay as Penalty, which will compounded after every Fortnight Delay, an amount equal to one percent (1%) of the total Fee for every Fortnight Delay subject to a maximum of ten percent (10%) of the total Fee. The Details will be ascertained at Time of the Agreement.
2. The Scheduled Time for Completion is till completion of the main project. Further, if the Project Period is extended beyond the Stipulated Time Frame for any reasons, no Extra Consultancy Charges shall be paid.

APPENDICES

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Employer

[List hereunder:

F – 1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____ Bank Guarantee: _____Date: _____

Dear Sir,

In consideration of M/s. _____ (hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at _____ for _____ Contract (hereinafter called the "Contract")

and the Employer having agreed to make an Advance Payment to the Consultant for Performance of the above Contract amounting to _____ (in Words and Figures) as an Advance against Bank Guarantee to be furnished by the Consultant.

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its Successors, Administrators, Executors and Assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of _____ as aforesaid at any time upto _____ @ _____ without any Demur, Reservation, Contest, Recourse or Protest and / or without any reference to the Consultant. Any such Demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any Dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this Guarantee.

The Employer shall have the fullest liberty without affecting in any way the Liability of the Bank under this Guarantee, from time to time to vary the Advance or to extend the Time for Performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The Bank shall not be relieved of its Obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against

the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant's liabilities.

Notwithstanding anything contained herein above our Liability under this Guarantee is limited to _____ and it shall remain in force upto and including _____ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this Guarantee has been given.
Dated this _____ day of _____ 20_____ at _____

WITNESS

_____ _____

(Signature) (Signature)

_____ _____

(Name) (Name)

_____ _____

(Official Address) Designation (with Bank stamp)

Attorney as per Power of

Attorney No._____ Dated _____

Note: The Bank Guarantee shall be issued either by a Bank (Nationalized / Scheduled) located in India.